

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Nu Sash Windows,)	
)	Case No. 10-092-TP-CSS
Complainant,)	
)	
v.)	
)	
AT&T Ohio,)	
)	
Respondent.)	

ANSWER OF AT&T OHIO

Now comes AT&T Ohio, Respondent herein, and for its Answer to the Complaint states as follows:

1. AT&T Ohio avers that it has requested a \$450 termination fee to be paid by the complainant on account number 330-745-7711 for cancelling its 12-month (with a 36-month variable term following) verbal business agreement with AT&T Ohio before it had expired.
2. AT&T Ohio avers that the legally binding verbal agreement was initiated on September 26, 2007, and the termination liability fee was billed on October 30, 2009.
3. AT&T Ohio avers that the Termination Liability Fee and how it is calculated is further explained in the Confirmation of Service Order for

AT&T Business Term and Volume Discount Plan that was served on the complainant following the initiation of service and the Business Service Agreement boilerplate that is publically available in AT&T's Guidebook.

4. AT&T Ohio avers that complainant was served with a notice of when its term plan would be expiring.
5. AT&T Ohio states that the Commission lacks jurisdiction to award any form of damages under Ohio Revised Code Sections 4165.02 and 4165.03.
6. AT&T Ohio denies any other allegation of the Complainant not expressly admitted herein.
7. AT&T Ohio says that it has breached no legal duty owing Complainant and that its service and practices at all relevant times have been in full accordance with all applicable provisions of law and accepted standards within the telephone industry.
8. The Complaint fails to state reasonable grounds for proceeding to hearing as required by §4905.26, Revised Code.

Wherefore, having fully answered, Respondent requests that the Complaint be dismissed.

Respectfully submitted,

AT&T Ohio

By: /s/Mary Ryan Fenlon

Mary Ryan Fenlon
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Columbus, Ohio 43215
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon the following, by first class mail, postage prepaid, on February 18, 2010:

Nu-Sash Windows

3188 Barber Road
Norton, OH 44203

/s/ Mary Ryan Fenlon
Mary Ryan Fenlon

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 10-0092-TP-CSS

Summary: Answer to complaint of Nu-Sash Windows electronically filed by Ms. Mary K. Fenlon on behalf of AT&T Ohio